

# **Exhibit 33**

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13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

16 IN RE CATHODE RAY TUBE (CRT)  
17 ANTITRUST LITIGATION

18 This Document Relates To:

19 *ViewSonic Corporation v. Chunghwa  
Picture Tubes, Ltd., et al.*, Case No. 3:14-  
20 cv-02510

Master File No. 3:07-cv-05944-SC

MDL No. 1917

Individual Case No. 3:14-cv-02510

21 **PLAINTIFF VIEWSONIC**  
22 **CORPORATION'S SUPPLEMENTAL**  
23 **RESPONSES AND OBJECTIONS TO**  
DEFENDANTS MITSUBISHI ELECTRIC  
CORPORATION, MITSUBISHI  
ELECTRIC US, INC., AND MITSUBISHI  
ELECTRIC VISUAL SOLUTIONS  
AMERICA, INC.'S FIRST SET OF  
INTERROGATORIES

24 PROPOUNDING PARTY: Defendants Mitsubishi Electric Corporation, Mitsubishi Electric  
25 US, Inc., and Mitsubishi Electric Visual Solutions America, Inc.

26 RESPONDING PARTY: Plaintiff ViewSonic Corporation

27 SET NO.: ONE

28

1 **INTERROGATORY NO. 5:**

2 For each purchase of a CRT or CRT Product Identified in Interrogatory No. 3, state  
 3 whether the CRT or CRT Product was purchased as part of a system or other bundled product  
 4 and, if so, the value of each component of such system or bundled product, including without  
 5 limitation the value of any insurance plans or warranties. As part of Your response, Identify each  
 6 Document that You contend supports Your response.

7 **RESPONSE TO INTERROGATORY NO. 5:**

8 ViewSonic refers to and incorporates its General Objections as though set forth fully  
 9 herein. ViewSonic further objects to this Interrogatory on the grounds that it is overly broad,  
 10 unduly burdensome, and oppressive, particularly in that seeks ViewSonic to identify and value  
 11 each component of every CRT Product that ViewSonic purchased over a 12 year period.  
 12 ViewSonic further objects to this Interrogatory on the ground that it seeks information not  
 13 relevant to the claims or defenses of any party in this litigation. ViewSonic further objects to this  
 14 Interrogatory on the grounds that the terms "system or bundled product," "value" and  
 15 "component" are vague and ambiguous.

16 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 5:**

17 ViewSonic refers to and incorporates each of the General and Specific Objections  
 18 identified in its initial Response to Interrogatory No. 5. Subject to and without waiving any of  
 19 these foregoing objections, ViewSonic states that it purchased CRT Products, not individual  
 20 CRTs. After a reasonable search and investigation, ViewSonic further states that it did not bundle  
 21 other goods with its CRT Product purchases, but some agreements required ViewSonic's  
 22 suppliers to provide warranties for their CRT Products. Pursuant to Rule 33(d) of the Federal  
 23 Rules of Civil Procedure, ViewSonic further refers Defendants to the agreements produced as  
 24 VIEW\_CRT00040419, VIEW\_CRT00040458, VIEW\_CRT00040522, VIEW\_CRT00040524,  
 25 VIEW\_CRT00040526, VIEW\_CRT00040528, VIEW\_CRT00040535, VIEW\_CRT00040536,  
 26 VIEW\_CRT00040600, VIEW\_CRT00040673, VIEW\_CRT00040738, VIEW\_CRT00040739,  
 27 VIEW\_CRT00040777, VIEW\_CRT00040811, VIEW\_CRT00040846, VIEW\_CRT00040916,  
 28 VIEW\_CRT00040987, VIEW\_CRT00041042, VIEW\_CRT00041078, VIEW\_CRT00041115,

1       VIEW\_CRT00041130, VIEW\_CRT00041145, VIEW\_CRT00041208, VIEW\_CRT00041214,  
 2       VIEW\_CRT00041221, VIEW\_CRT00041317, VIEW\_CRT00041322, VIEW\_CRT00041325,  
 3       VIEW\_CRT00041327, VIEW\_CRT00041328, VIEW\_CRT00041337, VIEW\_CRT00041343,  
 4       VIEW\_CRT00041346, VIEW\_CRT00041351, VIEW\_CRT00041356, VIEW\_CRT00041361,  
 5       VIEW\_CRT00041366, VIEW\_CRT00041371, VIEW\_CRT00041376, VIEW\_CRT00041454,  
 6       VIEW\_CRT00041455, VIEW\_CRT00041508, and VIEW\_CRT00041538. ViewSonic did not  
 7       track the value of the warranty “component” in these agreements in the ordinary course of  
 8       business. Discovery in this matter is ongoing, and ViewSonic reserves the right to supplement  
 9       and/or revise this response as appropriate.

10      **INTERROGATORY NO. 6:**

11       For each purchase of a CRT or CRT Product Identified in Interrogatory No. 3, state  
 12       whether the purchase was made on the spot market or pursuant to a purchasing or other  
 13       agreement, including without limitation a broker or agent agreement. As part of Your response,  
 14       Identify each Document that You contend supports Your response.

15      **RESPONSE TO INTERROGATORY NO. 6:**

16       ViewSonic refers to and incorporates its General Objections as though set forth fully  
 17       herein. ViewSonic further objects to this Interrogatory on the grounds that the terms “spot  
 18       market,” “broker agreement,” and “agent agreement” are vague and ambiguous. ViewSonic  
 19       further objects to this Interrogatory on the grounds that the information it seeks is not relevant to  
 20       the claims or defenses of any party. ViewSonic further objects to this Interrogatory on the  
 21       grounds that it is unduly burdensome and oppressive to identify the nature of every agreement  
 22       governing every purchase of each CRT Product over a 12 year period.

23      **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 6:**

24       ViewSonic refers to and incorporates each of the General and Specific Objections  
 25       identified in its initial Response to Interrogatory No. 6. Subject to and without waiving any of  
 26       these foregoing objections, after a reasonable search and investigation, ViewSonic states that it  
 27       purchased CRT Products pursuant to OEM agreements and purchase orders. ViewSonic has  
 28       already produced such documents and the burden of identifying and linking them to each and